

Panaji, 4th July, 1996 (Ashada 13, 1918)

SERIES II No. 14

OFFICIAL GAZETTE

GOVERNMENT OF GOA

NOTE: There is one Extraordinary issue to the Official Gazette, Series II No. 13 dated 27-6-96 namely, extraordinary dated 28-6-96 from pages 137 to 138 regarding Notification/Order from Department of Finance, Revenue & Expenditure Division and Dept. of Home, General Division.

GOVERNMENT OF GOA

Department of Labour

Order

No. 28/55/88-ILD

The following Award given by the Industrial Tribunal, Goa, Daman and Diu is hereby published as required under the provisions of section 17 of the Industrial Dispute Act, 1947 (Central Act XIV of 1947).

By order and in the name of the Governor of Goa.

V. G. Manerkar, Under Secretary (Labour).

Panaji, 25th October, 1991.

IN THE INDUSTRIAL TRIBUNAL

GOVERNMENT OF GOA

AT PANAJI

(BEFORE SHRI M.A.DHAVALA, HON'BLE
PRESIDING OFFICER)

Ref. No. IT/3/89

Shri Edgar A. Dias Workman/Party I
V/s

M/s Aguada Holiday Resort Employer/Party II

Workman represented by Shri S. V. Cuncolienkar.

Employer represented by Adv. G. K. Sardesai.

Panaji, 10-10-1991.

A W A R D

In exercise of the powers conferred by clause (d) of Sub. Sec. (1) of Sec. 10 of the Industrial Dispute Act, 1947, the Government of Goa, by its order No. 28/55/88-ILD dated 9th January, 1989 has referred the following issue for adjudication by this Tribunal.

"Whether the action of the management of M/s Aguada Holiday Resort, Candolim, Goa, in terminating the services of Shri Edgar A. Dias, Receptionist-cum-Cashier w.e.f. 1-6-88 is legal and justified?

If not, what relief the workmen is entitled to?"

2. On receipt of this reference a case at IT No. 3/89 was registered and the notices were issued to both the parties in response to which they appeared and submitted their pleadings.

Party I-Shri Edgar A. Dias (hereinafter called as the 'workman') has filed his statement of claim (Exb.2) wherein he has averred thus:

3. Party I-workman was employed by Party II-M/s Aguada Holiday Resort, Candolim, Goa (hereinafter called as the 'Employer') having its office at Bamon Vaddo, Candolim, Goa. He was appointed as a Receptionist-cum-Cashier as per the appointment letter dated 3rd November, 1986 and was drawing the salary of Rs. 608/- per month. Under a letter dated 1st Sept., 1987 the workman was confirmed in service. It is the say of the workman that he rendered sincere and faithful services to the employer during the period of his service. However, under a letter dated 30th April, 1988 the workman's services were illegally terminated by the employer on the ground that the employer had closed the Restaurant. Thereafter the workman made representation to the employer by his letter dated 25th May, 1988 alleging therein that the management had not closed down their Restaurant and hence the termination of his services was bad in law. However, there was no response from the employer and hence the workman raised an industrial dispute before the Asst. Labour Commissioner, Mapusa. Both the parties appeared before the A. L. C. for discussions. However, as there was no settlement the A. L. C. made a failure report after which the Government was pleased to refer this dispute to this Tribunal for adjudication. It has been submitted by the workman that the order of his termination is illegal and void and hence he should be reinstated in the employer's service with full back wages and other incidental reliefs.

4. Party II-M/s Aguada Holiday Resort (Employer) by his written statement at Exb. 3 resisted the workman's claim containing interalia as follows:

The averments made by the workman in his statement of claim are not quite correct and in fact the workman was confirmed as a General Assistant and not as Receptionist-cum-Cashier as alleged by him. It is denied that the workman was sincere and faithful in rendering services. On the other hand during the course of his service he acted to the detriment of the employer's interest, in respect of which a confidential report is attached for perusal by this Tribunal. It has been categorically denied that the workman's services were illegally terminated. On the other hand this workman along with other workmen of his category were retrenched under a letter dated 30th April, 1988. The present workman was surplus to the employer's personnel requirements because the employer had to close down certain departments including the Front Office, where this workman was surplus. It is contented that 24 apartments, which were used for lodging had to be returned to another owner from 1st May, 1988 to 31st Oct., 1988 and hence the present workman was found to be surplus. The retrenchment was carried out in compliance to the provisions contained in sec. 25-G and 25-F of the

Industrial Disputes Act. Form P was also sent to the Commissioner, Labour & Employment as required under the Act. It is true that the workman had sent a letter dated 25th May, 1988. However, it was not possible for the employer to accommodate the workman as he was highly qualified and could not have worked as Waiter, Kitchen helper, cleaner etc., in the lower category and hence no reply was to his letter. It has been contended that the workman in the habit of clandestinely and illegally masterminding and obtaining access to the employer's property such as various bills, receipts, masters-folios, xerox copies etc. Thus he misused and abused his position whereby the employer lost confidence in him. Even then the employer continued him in service as long as the Hotel was functioning till the end of business season of 1988. Thus, it has been contended that the order of workman's termination is perfectly valid and legal and hence the workman is not entitled to claim any relief.

5. The workman has filed his rejoinder at Exb. 4 wherein he reiterated his case set up in the statement of claim and has contended that the several contentions taken by the employer in his written statement are not true.

6. On these pleadings my learned Predecessor framed the following issues at Exb. 5.

1. Whether the management of Aguada Holiday Resort proves that the workman was retrenched along with other workmen of his category as he was found surplus to the employer's personnel requirements as stated in para. 4 (a) of the Written Statement?

2. Whether no equivalent post suitable for the qualifications of the workman who is a graduate was available with Party II M/s Aguada Holiday Resort as stated in para. 5 of the Written Statement?

3. If so whether the action of the management of Party II in terminating the services of Shri Edgar A. Dias as Receptionist-cum-Cashier is just and legal in the circumstances of the case?

4. If not, what reliefs, if any is the workman entitled to in the circumstances of the case?

My findings on the above issues are as follows for the reasons stated below:

1. In the affirmative.
2. In the negative.
3. In the affirmative.
4. The workman is not entitled to any relief.

REASONS

7. The dispute between the parties lies on a very narrow compass. However, before proceeding to consider the same, I think it necessary to state, in brief, some of the facts, which are either admitted or which can otherwise be taken as duly proved from the evidence on record. Now, to support his claim the workman by name Mr. Edgar Dias has examined himself and he has also produced some relevant documents. On behalf of the employer, his Manager by name Colonel A. R. Ferrao has been examined and there is also the evidence of one more witness by name Savio Sequeira who was serving as Accountant at the relevant time. Some Documents have also been produced by the employer.

8. Now, it is a common ground that workman Shri Edgar Dias, who is a graduate, was appointed by Party II-Aguada Holiday Resort, Candolim, Goa, under an appointment letter (Exb. 7 (w) from 3-11-86. Thereafter under a letter at Exp. 8, the workman was confirmed from 1st May, 1987 in the post of "General Assistant". According to

the workman he rendered honest services to the employer with the result that he was also granted an additional increment of Rs. 100/- as stated in his representation at Exb. 11. However, thereafter under a letter dated 30th April, 1988 (Exb. 9(w) the workman was given a notice terminating his services with effect from 1st June, 1988. Thereafter on 31st May, 1988 which was the last working day for the employer his legal dues i.e. retrenchment compensation and gratuity as per law, amounting to Rs. 1396.60 was offered to him under a petty cash voucher (Exb. 15 (E)). However, this offer was turned by the workman who did not receive the aforesaid amount although on the same day he accepted the amount of Rs. 244.35 which was offered to him as wages (vide Exb. 18). Now, since workman was abruptly retrenched he made a representation to the employer, the copy of which can be found at Exb. 11. However, according to the employer since the Restaurant where the workman was serving was closed down, the retrenched workman could not have been re-employed or accommodated anywhere also in view of the high qualification which he possessed. In view of the matter, no reply was given to the workman's representation and thereafter the matter was first referred to Asst. Labour Commissioner where a settlement was not arrived at and hence the Government was pleased to make this reference. It is on this established state of affairs, I Now proceed to consider the issues framed in this case.

9. Now, as I have stated earlier, it is the workman's allegation that the order of retrenchment is bad in law while it has been contended on behalf of the employer that since the Restaurant was closed, there was no vacancy, and hence he was compelled to retrench not only the present workman but two others. The 2nd ground on which the order of retrenchment is challenged is in substance to the effect that the mandatory provisions contained in S. 25-F have not been complied with by the employer. I will therefore proceed to consider these contentions one by one.

10. The gist of the nature and extent of employer's powers to retrench can be found on page 692 of the commentaries on Industrial Dispute Act by K. D. Srivastava (vi edition), wherein the learned commentator by referring to relevant rulings has observed thus:

"If a scheme of reorganisation has been adopted by an employer for reasons of economy or convenience and it has been introduced in all the areas of its business, the fact that its implementation would lead to the discharge of some of the employees would have no material bearing on the question as to whether the scheme was adopted by the employer bona fide or not. In the circumstances, an industrial Tribunal considering the issue relating to retrenchment, should not attach any importance to the consequences of reorganisation. The resulting discharge and retrenchment would have to be considered as an inevitable, though unfortunate, consequence of such a scheme.

So also a person must be considered free to so arrange his business that he avoid a regulatory law and its penal consequences which he has without the arrangement, no proper means of obeying.

The power of employer is however subject to the following proposition:

- (1) That the management can retrench its employees only for proper reasons, which means, that it must not be actuated by any motive of victimisation or any unfair labour practice.
- (2) that it is for the management to decide the strength of its labour force, for the number of workmen required to carry out efficiently the work in his industries undertaking must always be left to be determined by management in its discretion,
- (3) if the number of employees exceeded the reasonable and legitimate needs of the undertaking it is open to the management to retrench them,

(4) workmen may become surplus on the ground of rationalisation or economy reasonably or bona fide adopted by the management or on the ground of other industrial or trade reasons, and

(5) the right to effect retrenchment cannot normally be challenged but when there is a dispute about the validity of retrenchment the impugned retrenchment must be shown as justified on proper reasons, i. e. that it was not capricious or without rhyme or reason.

The Tribunal in such cases cannot go into the propriety or wisdom of the decision made or the manner in which it is made. It is only to see that it is not a result of victimisation or unfair labour practice and therefore bona fide.

Retrenchment compensation must be paid at the time of retrenchment."

11. The aforesaid observations have been quoted from the several rulings of the Supreme Court to which a reference has been made at the bottom of page 693. Thus, bearing in mind the position of law on this point, I now proceed to consider whether the workman's retrenchment in the instant case is legal or otherwise.

12. Now, workman Edgar A. Dias in his evidence at Exb. 6 has stated that he joined service from 22-9-1986. He has produced a letter of appointment which can be found at Exb. 7. Under this letter, he was appointed as Receptionist-cum-Cashier. However, thereafter he was confirmed from 1-9-87 and the confirmation letter can also be found at Exb. 8. Now significantly Exb. 8 shows that the workman's appointment (was that of Gen. Assistant underlining is mine for emphasis). Now, the workman has admitted that in the confirmation letter he was designated as General Assistant. However, it is his say that he was working as Receptionist-cum-Cashier. However, besides his own intrusted word in this behalf, there is no corroborative evidence to support him on this point. In view of the matter, we will have to go by his designation stated in the confirmation letter which it will have to be remembered was that of General Assistant. Thereafter, it is the say of the workman that he was issued a letter of termination dated 30th April, 1988 and the reason given for termination was the closure of the Restaurant and part of lodging. Now, the workman has attempted to allege that the reason given for his retrenchment was not genuine one or bona fide. To prove that the Restaurant is still working he has attempted to produce some bills which are at Exb. 10. Now, it has been rightly pointed out by Shri Sardesai that the bills produced by the workman did not pertain to the Restaurant, but they pertain to the room service in the lodging house. This fact has been deposed to by the employer's witness Shri Colonel A. R. Ferrao in its evidence at Exb. 13. He has clearly stated thus: "The bills at Exb. 10 are the bills of room service." He has further stated that the Restaurant was closed from 1-5-1988 to 30-10-88 and it was re-opened on 1-11-1988. Now, the bills produced at Exb. 10 by the employer are dated 14-7-1988 and 27-7-88 i.e. prior to the re-opening of the Restaurant. Thus, considering this state of affairs the production of two bills does not support the workman's claim. Moreover it is difficult to understand as to how the workman secured these bills from employer. In his cross examination he has attempted to state that the bills which he had produced were brought from the Restaurant by himself and that he had gone to the Restaurant and those bills are the bills for the food served to him. However, significantly his name does not appear anywhere in the two bills and moreover the bills clearly show that they must have been issued to the lodger occupying rooms in the lodging house. In the 2nd bill, room No. 101 is also quoted. It is not the case of the workman that he had himself occupied room No. 101 and had ordered for food. I, therefore hold that these two bills are of no avail to the workman to prove his allegations.

13. As against this evidence the employer has examined his Manager by name Colonel A. R. Ferrao at Exb. 13. His evidence

discloses that this hotel is owned by Alcon Group of Hotels. Alcon owns 11 rooms of its own and there are 30 apartments belonging to different owners under an agreement from 1st Nov., of the year till 30th April of the following year. He has also stated that the expiry of the aforesaid period the apartments were surrendered to different owners. He has also produced some agreements at Exb. 14 which Substantially support him in this behalf. Thus, his evidence further reveals that for the season 1987-88 the agreement were for a period between 1-11-1987 to 30-4-1988. On 1st May, 1988 the apartment were surrendered and the Restaurant was closed. Consequently, the services of Shri Edgar Dias and two others were terminated as they were no more necessary. He also stated that the other two colleagues of the workman had already resigned and hence the services of the present workman were required to be terminated under a letter at Exb. 9. Thus, in his examination in Chief he has made out a case the workman was retrenched mostly because the Restaurant was closed from 30th April, 1988. In his cross examination he has stated that intimation about retrenchment was given to the Labour Commissioner in a specific form. He has denied the suggestions that other two co-workers were retrenched or resigned subsequently. Now there is absolutely nothing proved or even suggested in his cross examination that the Restaurant was not closed and the service of the workman were terminated when they were not found to be surplus. In view of the matter, there is no reason why the testimony of this Manager should not be accepted as substantially true; in proof of the fact that the workman was retrenched because the Restaurant was closed. Moreover, although the Restaurant was re-opened on 1-11-1988 still it has been clearly brought on record that there was no post of Gen. Assistant which the present workman was holding and hence he could not have been re-employed or accommodated. Moreover, there is also one more glaring circumstance to prove that after the workman retrenched he did not seem to very much interested, even if a offer for re-employed had been made by the employer, for the simple reason that immediately after his retrenchment he sought a better job elsewhere. In the last para. of his cross examination at Exb. 6 the workman has admitted thus:

"It is true that from the day of my termination, I am employed in Hotel Vagatore Beach Resort, situated at Vagatore."

Thereafter, he has stated that he was employed in Diamond International and presently at CSM Leisure Resort at Calangute and is now drawing a monthly salary of Rs. 800/- It may be remember that when this workman was confirmed the total emoluments which he was getting were Rs. 608 (vide para 3 of Exb. 8). Thus, it is evident that although his service were terminated by the present employer, still he did not remain unemployed even for a day but sought services in two three concerns on better prospects.

14. Now, although the evidence on record discloses that this Hotel was re-opened from Nov., 1988 still it is the say of the Manager that the present workman could not have been re-employed because the post of the Gen. Assistant was not there in the Restaurant. In his cross examination also the Manager has re-affirmed he say in this behalf by saying thus: "I did not offer job to Edgar Dias when the Restaurant was re-opened in Nov., 1988 because the category of Gen. Assistant was abolished." He has also stated that the present workman was not informed about this because the Receptionist was taken on less salary than the workman that was retrenched. Finally, he also stated that the present workman was already working on higher salary at Vagatore Beach Resort.

15. Thus, considering the evidence of both the sides, I have come to an irresistible conclusion that the present workman was retrenched because the Restaurant was closed from 1-5-88 and secondly although it was re-opened from 1-11-88 still there was no post of Gen. Assistant on which the present workman would have been re-employed. Moreover at the cost of repetition, I would say that even the workman would not have been very much anxious to rejoin because he was employed elsewhere on better prospects. Shri Sardesai has also invited my

attention to one letter at Exb. 19 issued by CSM Leisure Resorts which shows that the present workman was serving with from 1-10-89 upto 15-5-91. The letter further shows that he left the services to better his prospects in Australia. Now, it has been urged by Shri Cuncolienkar that although at present the workman is in Australia still he is to return shortly. It may be true perhaps. However, it will have to be concluded that the present workman who able to secure job on better prospects even in Goa immediately after his retrenchment would not be so much interested in the re-employment with the present employer. Moreover, even if he returns from Australia still he would have an additional qualification of a Foreign returned man who would not be further interested in getting re-employment with the present employer. However, I have referred to this subsequent event without being influenced by it in any way for ascertaining as to whether the order of retrenchment is valid or otherwise.

16. The 2nd point, on which the impugned order of retrenchment is challenged by Shri Cuncolienkar is in substance to the effect that the employer has not complied with the mandatory provisions laid down in Sec. 25-F of the I. D. Act. The said Section in substance lays down that no workman shall be retrenched by the employer until the workman has been given one month's notice or in lieu thereof wages for the period of notice, and retrenchment compensation. Now in the present case it has been urged by Shri Cuncolienkar that the aforesaid dues were not paid to the workman when he was retrenched. He has also invited my attention to some of the ruling to which a reference will have to be made in brief. He has relied upon a case reported in (1) National Iron & Steel Co. Ltd. v. Industrial Tribunal, 1964-1 LLJ 525 (Cal) (2) Pepsu Transport Co. (P) Ltd. v. State of Punjab, 1968 LIC 351 (P&H), and (3) Novrozabad Colliery Mazdoor Sangh v. F. Jeejeebhoy, 37-FJR 225 (MP). Relying on the aforesaid rulings Shri Cuncolienkar has invited my attention to Para. 7(2) of the law of Industrial Disputes (Hnd edition) by P. R. Bagri, page 787. In the said para it has been observed thus:

"It is the obligation of the employer under Sec. 25F to make payment. Merely sending notice calling upon the workmen to receive payments and then equating such offer to actual payment, might lead to harsh results, because if the employee could not come on the day fixed to receive payment for some good reason, an obstinate employer may refuse to make payment on the next day on the plea that the notice itself was equivalent to payment and his obligation to make the payments had ceased on the previous day. If a workman does not go to receive payments on or before the due date, when called upon to do so, the employer should send the payments to him on the date, if possible, otherwise on the next day, and it is only then that it can be said that he has complied with the condition laid down in Sec. 25F. (2) *"There can be no doubt that payment includes an 'offer' provided it is definite, unequivocal and genuine. It should not a mere pretext or show of an 'offer'."*

17. Thus bearing in mind the above referred position of law, I now proceed to consider whether in the present case the provisions contained in Sec. 25-F have been complied with by the employer.

18. Now, the employer's witness by name Colonel A.R. Ferrao in his evidence at Exb. 13 has stated thus: "At the time of termination we offered Edgar Dias the wages of two months, compensations and gratuity equivalent to month's pay. This money was offered on 31st May, 1988 by the Accountant Savio Sequeira in the presence of Suresh and Alex Fernandes. I too was present there. A petty cash voucher was prepared accordingly and I produce the same today (Exb. 15) ... The workman refused to accept the amount." Now Exb. 15 is the original petty cash voucher dated 31-5-88 and it clearly shows that an amount of Rs. 1396.60 was offered to the workman in satisfaction of his claim u/s 25-F of the I.D. Act. However, since the workman refused to accept this payment he did not sign on the stamp affixed to this voucher. On

the reverse side of this voucher there is a clear endorsement made by the Accountant in the following words:

"Payment of compensation and gratuity as indicated overleaf, has been refused by the workman Mr. Edgar Dias".

One Mr. Suresh Velgunkar had also signed and it was counter signed by the Manager. Now in his cross examination the Manager has again reiterated his say by ascertaining thus:

"About compensation to be paid to him I say that we offered him compensation but he refused to accept compensation and gratuity."

He has further denied the suggestion that a false document was prepared to show that compensation was offered to the workman. To the same effect there is the evidence of Savio Sequeira (Exb. 17) who was then serving as Accountant. He has duly proved the petty voucher at Exb. 15 (E) and has further identified the signature of Suresh Velgunkar. This petty voucher is in his handwriting and he has stated that it relates to the payments of gratuity and compensation which was offered to the workman but he refused to accept. In his cross examination he has denied the suggestion that the voucher at Exb. 15 was subsequently prepared.

19. As against this evidence the workman in his evidence at Exb. 6 has stated that nothing was paid to him at the time of termination of his services. In his cross examination also he has attempted to suggest that his legal dues were not offered to him nor did he refused to accept the same.

20. Thus, considering the convincing and cogent evidence led by the employer and regard being had to the document Exb. 15 (E), there can be absolutely no doubt to conclude that the legal dues were offered to the workman on 31-5-88 when he was to be retrenched. However, he refused to accept the same as stated by the employer's witnesses. Now, there is one more clinching circumstance to prove that on 31-5-88 the workman must have gone to the Accountant's office. The evidence of Savio Sequeira, Accountant discloses that on the same day i.e. 31-5-88 the workman was paid Rs. 692.05 towards his salary for May, 1988. Thus, it is evident that the workman must have been present to receive the aforesaid amount paid to him by way of his wages for May, 1988. Now, very significantly, in the cross examination of Accountant Sequeira this document at Exb. 20 was shown to him and thereafter he has stated that on 31-5-88 the workman accepted the amount stated therein and it pertains to his salary. Thus, considering this evidence, there can be absolutely no doubt to conclude that on 31-5-88 the workman had gone to the Accountant who paid him his salary for the month of May, 1988 and at the same time he offered his legal dues contemplated u/s 25-F of the Industrial Dispute Act, but the workman refused to accept the same probably because he had a complaint to make against the order of retrenchments. Thus, this evidence substantially support that although the retrenchment compensation was not paid to the workman still it was legally tendered or offered to him even by preparing a petty cash voucher at Exb. 15, but since the workman refused to accept the same it cannot be said that he was not paid retrenchment compensation at the time of retrenchment. Since the workman had personally refused to accept the retrenchment compensation, there was no necessity for the employer again to send it by money order or by a Cheque or Draft. Even if any such move had been taken by the employer, still the workman who had personally refused to accept the amount, would not have bothered to accept the same which was sent by post. I, therefore hold that the employer has succeeded in proving that there was an offer for retrenchment compensation which was definite, unequivocal and genuine and was not more pretext or a show of an 'offer'. In view of the matter, I hold that the employer had squarely complied with the provisions contained in S. 25-F of the Industrial Dispute Act and hence I reject all submissions made by Shri Cuncolienkar made in this behalf.

21. In view of my conclusions in the forgoing paragraphs I hold that the order of retrenchment passed by the employer is perfectly legal and valid and hence I answer the first 3 issues in the affirmative and hold that the workman is not entitled to any relief whatsoever. I, therefore answer the issues referred to this Tribunal accordingly and pass the following order:

ORDER

It is hereby declared that the action of the Manager-M/s Aguada Holiday Resort, Candolim, Goa, in terminating the service of Shri Edgar A. Dias, Receptionist-cum-Cashier with effect from 1-6-1988 is perfectly legal and Justified and hence the workman is not entitled to any relief whatsoever.

2. No order as to costs.

3. Inform the Government accordingly.

Sd/-
(M. A. DHAVALÉ)
Presiding Officer
Industrial Tribunal.

Department of Personnel

Order

No. 15/2/80-PER/Part(ii)

On the recommendations of the Departmental Promotion Committee, as conveyed by the Goa Public Service Commission vide its letter No. COM/II/42(1)/91 dated 22-2-1996, the Government is pleased to promote on regular basis Shri G. A. Kudalkar, Awal Karkun, presently working in the Office of Collectorate of South Goa District, Margao, to the cadre of Mamlatdar/Joint Mamlatdar/Block Development Officer/Assistant Director of Civil Supplies, Group 'B' Gazetted in the pay scale of Rs. 2000-3200 plus other allowances and post him as Joint Mamlatdar, Canacona, from the date of his joining the said post.

2. Shri G. A. Kudalkar, shall be on probation for a period of two years.

By order and in the name of the Governor of Goa.

S. S. Keshikamat, Joint Secretary (Personnel),

Panaji, 19th March, 1996.

Order

No. 15/2/80-PER/Part(iii)

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/42(1)/91 dated 22-2-1996, the Government is pleased to promote the following officials in the grade of Awal Karkun/Inspector

of Civil Supplies of Directorate of Civil Supplies/Extension Officer (V.P.) to the post of Mamlatdar/Joint Mamlatdar/Block Development Officer (Group 'B') Gazetted in the pay scale of Rs. 2000-3200 plus other allowances on officiating basis with immediate effect and post them to the posts indicated against their names.

Sr. No.	Name of the Officer	Place of posting
1.	Shri A. P. Halarnkar	B. D. O., Pernem
2.	Shri P. R. Borkar	Mamlatdar, Bardez

By order and in the name of the Governor of Goa.

S. S. Keshikamat, Joint Secretary (Personnel),

Panaji, 19th March, 1996.

Order

No. 15/2/80-PER/Part(iv)

On the recommendation of the Departmental Promotion Committee as conveyed by the Goa Public Service Commission vide its letter No. COM/II/11/42(1)/91 dated 22-2-1996, the Government is pleased to promote Shri S. R. Desai, Inspector of Civil Supplies of Directorate of Civil Supplies and Price Control, to the cadre of Mamlatdar/Joint Mamlatdar/Block Development Officer/Assistant Director of Civil Supplies (Group 'B') Gazetted in the pay scale of Rs. 2000-3200 plus other allowances on officiating basis and post him as Joint Mamlatdar, Satari with effect from the date of his joining the said post.

By order and in the name of the Governor of Goa.

S. S. Keshikamat, Joint Secretary (Personnel),

Panaji, 19th March, 1996.

Order

No. 6/3/81-PER (Vol.VIII) Part

Read:- (i) Order No. 1-2(B) (30)/85-ADM-II/185 dated 20-2-1996, U.T. of Dadra & Nagar Haveli.

(ii) Order No. 1-2(B) (30)/85-ADM-II/222 dated 29-2-1996, U. T. of Dadra & Nagar Haveli.

Consequent upon his repatriation and relief from the Union Territory of Dadra and Nagar Haveli, and his reporting to this Government on 13-3-1996, Shri P. S. Meena, a senior Grade Officer of Goa Civil Service, is posted as Officer on Special Duty, Goa Sadan, New Delhi, with immediate effect.

By order and in the name of the Governor of Goa.

S. S. Keshikamat, Joint Secretary (Personnel).

Panaji, 13th March, 1996.

Order

No. 3/33/93-PER.

Governor of Goa is pleased to transfer Shri B. B. Saxena, IAS(AGMU:72) Resident Commissioner, Goa Sadan, New Delhi, to Panaji, as Secretary to the Government of Goa in the supertime scale of the IAS.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji, 14th March, 1996.

Order

No. 5/22/76-PER (Vol. III).

Read Orders: (1) No. 5/22/76-PER (Vol.III) dated 26-8-1991.
(2) No. 5/22/76-PER (Vol.III) dated 24-3-1992.
(3) No. 5/22/76-PER (Vol.III) dated 22-2-1993.
(4) No. 5/22/76-PER (Vol.III) dated 27-5-1993.
(5) No. 5/22/76-PER (Vol.III) dated 21-10-1993.
(6) No. 5/22/76-PER (Vol.III) dated 16-3-1993.
(7) No. 5/22/76-PER (Vol.III) dated 15-11-1994.
(8) No. 5/22/76-PER (Vol.III) dated 24-4-1995.
(9) No. 5/22/76-PER (Vol.III) dated 25-9-1995.

The ad hoc promotion of Shri N. Pandalai, as Chief Town Planner, Panaji made vide order read in preamble (1) and extended upto 31-12-1995 vide orders read in preamble (2) and (9) above, is extended for a further period of four months with effect from 1-1-1996 to 30-4-96 or till the post is filled up on regular basis whichever is earlier.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji, 15th March, 1996.

Order

No. 6/3/89-PER.

Read:- 1) No. 6/3/89-PER dated 14-7-1995.
2) No. 6/3/89-PER dated 12-2-1996.

Government is pleased to extend the ad hoc promotion of Shri U. D. Sardessai as Director of fisheries from 14-1-1996 onwards till the date of his joining as Director of Fisheries, on regular basis.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji 29th March, 1996.

Notification

No. 1/49/76-PER.

In exercise of the powers conferred by proviso to Article 309 of the Constitution and in consultation with the Goa Public Service Commission, the Governor of Goa is pleased to order that in the Recruitment Rules for Group 'A' and 'B' posts under the Government of Goa, Column 7, so far as it relates to knowledge of Konkani and/or Marathi, shall stand amended as follows:-

"(i) Knowledge of Konkani is essential, but in case of non-availability of a suitable candidate with the Knowledge of Konkani, this requirement can be relaxed.

(ii) Knowledge of Marathi is desirable".

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji, 7th March, 1996.

Notification

No. 3/33/93-PER

On placement of her services at the disposal of this Government by the Government of India, Ministry of Home Affairs, New Delhi vide Order No. 14020/4/96-UTS dated 14-3-1996, the Governor of Goa is pleased to post Smt. Renu Sharma, I.A.S. (AGMU:88), in the ex-cadre post of Director of Education with effect from the date she takes over, thereby relieving Shri Vivek Rac, Secretary (P.W.D.) of additional charge. She will draw pay in her own scale of pay.

2. Smt. Sharma reported to this Government on 22-4-1996 (F.N.) and for the purpose of pay she is appointed as Director of Education with effect from this date.

3. This is issued in partial modification of order of even number dated 23-4-1996.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji, 24th April, 1996.

Notification

No. 7/2/96-PER

Read:- Order No. F. No. 13015/2/93-JES dated 10-1-1996 from Government of India, Ministry of Finance, Department of Economic Affairs, New Delhi.

Consequent upon his transfer to Goa vide Order read above, the Governor of Goa is pleased to post Shri Rajiv Mishra, J.T.S. Level Officer of I.E.S., as Joint Director, Directorate of Planning, Statistics and Evaluation, Panaji in the pay scale of Rs.2200-4000 w.e.f. 16-4-1996 (F.N.).

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji, 25th April, 1996.

Notification

No. 15/2/80-PER/Part

Read:- Government order No. 15/2/80-PER (Vol.I)/A dated 24-3-1991.

The ad hoc promotion given to Shri Kanchan Lotlikar, Awal Karkun, in the cadre of Mamlatdar/Jt. Mamlatdar/B.D.O./ Assistant Director of Civil Supplies vide this office order read above and extended from time to time is hereby discontinued with effect from 1-5-1996 and Shri Lotlikar stands reverted to his substantive post of Awal Karkun in the Collectorate, North, Panaji.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji, 26th April, 1996.

Notification

No. 15/2/80-PER/Part II

Read:- Government Order No. 1/24/78/SA&C/(Vol. III) dated 25-11-1982.

Shri A. A. Godinho, Extension Officer (Panchayats) Promoted on ad hoc basis in the cadre of Mamlatdar/Joint Mamlatdar/B.D.O./ Assistant Director of Civil Supplies vide this office order read above, shall stand reverted with effect from 1-5-96 to his substantive post of Extension Officer (Panchayats), in the Directorate of Panchayats, Panaji.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji, 30th April, 1996.

Notification

No. 6/3/81-PER (Vol. VIII)

Government is pleased to order with immediate effect the transfer and posting of the following Senior Grade Officers of Goa Civil Service:-

Sr. No.	Name of Officer and present posting	Posted on transfer
1.	Shri S. V. Badri, Director, Administration, Directorate of Education	Chief Officer, Mormugao Municipal Council, Vasco-da-Gama vice Shri D. S. Shirodkar transferred.
2.	Shri D. S. Shirodkar, Chief Officer, Mormugao Municipal Council	Secretary, Konkani Academy vice Shri V. M. Dhume, transferred.
3.	Shri V. M. Dhume, Secretary Konkani Academy	Director Administration, Directorate of Education vice Shri S. V. Badri transferred.

The term of deputation of the officers at 2 & 3 above in their present posting is accordingly curtailed from the date of their relief from their posts.

The deployment of officers at Sr. 1 & 2 in their posting shall be on deputation and shall be governed by the standard terms of deputation as contained in this Department's O. M. No.13/4/74-PER dated 10-10-1990.

Shri V. M. Dhume, Secretary, Konkani Academy shall move first.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji, 7th May, 1996.

Notification

No. 15/2/80-PER/Part II

Read:- Government Notification No. 15/2/80-PER/Part II dated 30-4-1996.

In pursuance to the interim Order dated 17-5-1996 passed by the Hon'ble High Court of Judicature at Bombay, Panaji Bench, in Writ Petition No. 189 of 1996 filed by Shri A. A. Godinho, the Notification of even number dated 30th April, 1996 is hereby stayed upto 10th June, 1996.

2. Shri A. A. Godinho shall continue as Estate Officer, Selaulim Irrigation Project, Sanguem.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji, 7th June, 1996.

Notification

No. 15/2/80-PER/Part

Read:- Government Notification No. 15/2/80-PER/Part dated 26-4-1996.

In pursuance to the Interim Order dated 15-5-1996 passed by the Hon'ble High Court of Judicature at Bombay, Panaji Bench, in Writ Petition No. 187/96 filed by Shri Kanchan Lotlikar, the Notification of even number dated 26th April, 1996 is hereby stayed until further orders.

2. Shri Kanchan Lotlikar shall continue as Estate Officer, Anjunem Irrigation Project, Anjunem.

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji, 7th June, 1996.

Memorandum

No. 24/1/86-PER

A tentative seniority list of Grade II Officers of Goa Police Service was circulated and objections, if any, were invited vide this Department's Memorandum of even number dated 8-3-1996.

2. After considering the objection the final seniority of Grade II Officers of Goa Police Service is hereby determined as follows:

Sr. No.	Name of the Officer	Date of appointment to the service in a substantive capacity
1	2	3
1.	Shri A. K. Singh	18-1-1983
2.	Shri D. A. Prabhudessai	8-11-1985
3.	Shri H. V. de M. Viegas	8-11-1985
4.	Shri V. V. Vernekar	8-11-1985
5.	Shri I. D. Shukla	6-6-1988
6.	Shri G. D. Zuarkar	6-11-1995
7.	Shri Alex Rasquinha	6-11-1995
8.	Shri S. K. Dessai	6-11-1995
9.	Shri R. D. Lotlikar	6-11-1995

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji, 3rd April, 1996.

Addendum

No. 3/33/93-PER

Read:- Order No. 3-33-93/PER dated 29-3-96.

In the Government order cited above, the following para may be added as para 3:-

"The posting of Shri Dharmendra Sharma, IAS, to the Goa Tourism Development Corporation as Managing Director shall be

on deputation and will be governed and the standard terms of deputation as contained in this Department's Office Memorandum No. 13/4/74-PER dated 10-10-1990".

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji, 16th April, 1996.

Corrigendum

No. 7/1/85-PER

Read:- Order No. 7/1/85-PER dated 3-8-1995.

For the 4th and 5th lines of the order cited above the following may be substituted:-

"Hawaldar, Special Secretary to Chief Minister shall officiate as Director of Information in addition to his"

By order and in the name of the Governor of Goa.

S. S. Keshkamat, Joint Secretary (Personnel).

Panaji, 26th April, 1996.